

Please Return To:
MOUNT KISCO URBAN RENEWAL AGENCY
MUNICIPAL BUILDING
MOUNT KISCO, NEW YORK

KISCO AVENUE - SUTTONS LANE

URBAN RENEWAL PROJECT

MOUNT KISCO, NEW YORK

URA PROJECT No. N. Y. R-58

MOUNT KISCO URBAN RENEWAL AGENCY

Joseph R. Smith
MUNICIPAL BUILDING — MOUNT KISCO, NEW YORK

J. EDWARD FOX, Chairman

HENRY V. KENSING, Vice Chairman

NEWTON BATES

JOHN PYNE

MARTIN T. McGRATH

SPECIFICATIONS FOR

Item 1 Contract Unit II

INCLUDING

CLEARING

DEMOLITION

ROUGH GRADING

WATER DISTRIBUTION

AND
~~XXXXXXXXXX~~

12
OCTOBER 21, 1965

STAUNTON & FREEMAN

Consulting Engineers

235 PARK AVENUE SOUTH, NEW YORK, N. Y. 10003

KISCO AVENUE - SUTTONS LANE

RENEWAL PROJECT

URA PROJECT NO. N.Y. R-58
MOUNT KISCO URBAN RENEWAL AGENCY
VILLAGE OF MOUNT KISCO, NEW YORK
WESTCHESTER COUNTY, NEW YORK

J. Edward Fox, Chairman
Henry V. Kensig, Vice Chairman
Newton Bates
John Pyne
Martin T. McGrath

SPECIFICATIONS

for

ITEM 1 - CONTRACT UNIT II

including

Clearing
Demolition
Rough Grading and
Water Distribution

October 21, 1965

Prepared by

STAUNTON & FREEMAN

Consulting Engineers

Mount Kisco and New York

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DIVISION A

I N V I T A T I O N F O R B I D S

CLEARING, DEMOLITION, ROUGH GRADING AND WATER DISTRIBUTION

Kisco Avenue-Suttons Lane Urban Renewal Project No. N.Y. R-58
URBAN RENEWAL AGENCY - Mt. Kisco, N.Y.
ITEM 1 - CONTRACT UNIT II

The Mt. Kisco Urban Renewal Agency will receive sealed Bids for Renewal Project ITEM 1 - CONTRACT UNIT II until 4:00 P.M. Standard Time on the 9th day of December, 1965, at the office of the Mt. Kisco Urban Renewal Agency, Municipal Building, 104 Main Street, Mt. Kisco, New York, at which time and place all Bids will be publicly opened and read aloud.

On and after November 8, 1965, Contract Documents, including Drawings and Technical Specifications will be on file and may be examined at the offices of the Urban Renewal Agency and Staunton & Freeman, Consulting Engineers - 235 Park Avenue South, New York, N.Y. 10003.

Copies of the Contract Documents may be obtained by depositing \$10.00 with the Urban Renewal Agency for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within 10 days after Bid opening. Checks shall be drawn to the order of the Mt. Kisco Urban Renewal Agency.

A certified check or bank draft, payable to the order of the Mt. Kisco Urban Renewal Agency, or negotiable U.S. Government bonds, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total amount of the Bid shall be submitted with each Bid.

The successful Bidder will be required to furnish and pay for satisfactory performance and labor and material bonds.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin.

The Mt. Kisco Urban Renewal Agency reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the Mt. Kisco Urban Renewal Agency for a period not to exceed sixty (60) days from the date of the

Invitation for Bids

opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders, prior to awarding of the Contract.

Date: October 21, 1965

Joseph R. Pacitto
Executive Director
Mt. Kisco Urban Renewal Agency
Mt. Kisco, New York

DIVISION B

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of Bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of Bid forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating thereto and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. RELEASE OF BUILDINGS: SEQUENCE OF WORK

Bidders are referred to the SPECIAL CONDITIONS for

Instructions to Bidders

information regarding the manner in which the existing buildings will be released and the site made available for Demolition purposes, and the sequence in which the Demolition work will be performed.

5. ALTERNATIVE BIDS

No alternative Bids will be considered unless specifically requested.

6. BIDS

a. All bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusive Affidavit and the Statement of Bidder's Qualifications shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Proposal for Mt. Kisco Urban Renewal Project Item I - Contract Unit II", name and address of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the Bid most favorable to the Local Public Agency. The Contract will require the completion of work according to the Contract Documents.

7. BID GUARANTY

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the total amount bid for the work including all items of overhead. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified

Instructions to Bidders

check of bank draft must be payable to the order of the Mt. Kisco Urban Renewal Agency. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practicable after the opening of the Bids.

8. COLLUSIVE AGREEMENTS

a. Each bidder submitting a bid to the Local Public Agency for the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in paragraph SUBCONTRACTS UNDER THE GENERAL CONDITIONS.

9. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose, a copy of which is included in the Contract Documents, a statement of the Bidder's qualifications, his demolition and construction experience, and his organization and equipment available for the work contemplated; and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

Instructions to Bidders

10. CORRECTIONS

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a. Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The Contract will be awarded to the lowest responsible Bidder complying with the conditions of the INVITATION FOR BIDS, provided such Bid is reasonable and it is to the interest of the Local Public Agency to accept it. The Local Public

Instructions to Bidders

Agency, however, reserves the right to reject any and all Bids or portion thereof and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The Bidder to whom the award is made will be notified at the earliest possible date.

b. The Local Public Agency reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of the work involved.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish surety bonds each in a penal sum of not less than 100% of the total amount bid, as set forth in the accepted proposal, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to, the date of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next best responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

Instructions to Bidders

16. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS.

b. The rates of pay set forth under GENERAL CONDITIONS are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin. (See GENERAL CONDITIONS)

DIVISION C

FORM OF BID

Bid For

Urban Renewal Project No. N.Y.R.-58
Item 1 - Contract Unit II

To: Mt. Kisco Urban Renewal Agency
Municipal Building
Mount Kisco, New York

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions in the Project Area affecting the cost of the work, and with the Contract Documents (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, the form of the Bid Bond, Form of Contract (or agreement), form of Non-collusive affidavit, Addenda (if any), General Conditions, Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds; as prepared by Staunton & Freeman, Consulting Engineers and on file in the office of the Mt. Kisco Urban Renewal Agency), hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete, within the time stipulated, all work required under Item 1 - Contract Unit II, all in accordance with the above listed documents, for the lump sum of _____ Dollars (\$ _____), which sum is in addition to and above the value of such salvage materials specified to become the property of the Bidder; and which is distributed among the several major components of work as follows:

COMPONENT A: All Site Clearing and Demolition work required within the project area exclusive of that covered under Components B and D, for the amount of _____ Dollars and _____ cents (\$ _____).

COMPONENT B: All Clearing, Demolition and Disposal work required in connection with the existing Canadium, Radium and Uranium Corporation facility for the amount of _____ Dollars and _____ cents (\$ _____).

COMPONENT C: All work required in connection with the water distribution system complete, including the entire trench rock allowance, for the amount of _____ Dollars and _____ cents (\$ _____).

Form of Bid

COMPONENT D: All Clearing and Rough Grading work required along Kisco Avenue from Station 42 + 00 to Station 46 + 50 for the amount of _____ Dollars and _____ cents (\$_____).

COMPONENT E: All remaining rough grading and construction work within the project area including all rock and boulder excavation allowances for the amount of _____ Dollars and _____ cents (\$_____).

- NOTES 1. The sum total of COMPONENTS A,B,C,D and E above must equal the lump sum bid for the entire work.
2. Care shall be exercised in distributing the costs of the work among the various components since the right to award all or any combination of components is reserved by the Agency.
3. In the event that either additions or deductions to the work are required due to field conditions or if otherwise required by the Agency, the undersigned further proposes to accept the following Unit Prices for the items of work stipulated for any such additions or deductions required;
(Bidders shall insert Unit Prices in all available spaces).

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Bid</u>
1.	Rock Excavation (Blasting Permitted)	C.Y.	Eight Dollars and No Cents (\$8.00)
2.	Boulder Excavation	C.Y.	Six Dollars and No Cents (\$6.00)
3.	Trench Rock Excavation	C.Y.	Twenty Dollars and No Cents (\$20.00)
4.	Earth Excavation	C.Y.	_____ Dollars and _____ Cents (\$_____)
5.	Timber Sheeting ordered left in place	per MFBM	_____ Dollars and _____ Cents (\$_____)

Form of Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Bid</u>
6.	Site Clearing and Grubbing	ACRE	Dollars and _____ Cents (\$ _____)
7.	Removal and Disposal of Contaminated Debris to on site Disposal Area as specified (Component B)	C.Y.	Dollars and _____ Cents (\$ _____)
8.	Tree walls or wells	Each	Dollars and _____ Cents (\$ _____)

2. For the administrative purpose of the Local Public Agency, the Contractor shall state in the space provided below the estimated value, if any, allowed for salvage in his bid under:

a. Component A \$ _____.

b. Component B \$ _____.

3. In submitting this Bid, the Bidder understands that the right is reserved by the Awarding Authority to reject any and all Bids, or any portion of any Bid. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within ten (10) days after the agreement is presented to him for signature.

4. Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

5. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted.

6. The Bidder is prepared to submit a financial and experience statement upon request.

Date _____, 19____. _____
(Name of Bidder)
Official Address: By _____
Title _____

DIVISION D

NON-COLLUSIVE AFFIDAVIT

State of.....)
County of.....) ss.

_____, being first duly sworn,
deposes and says that:

(1) He is (owner, partner, officer, representative or agent) of _____, the Bidder
that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mt. Kisco Urban Renewal Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before
me this _____ day of _____,
19__.

Title

Title

My commission expires _____ D-1

DIVISION E

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)
as PRINCIPAL, and

_____,
as SURETY are held and firmly bound unto the Mt. Kisco Urban
Renewal Agency hereinafter called the "Local Public Agency",

in the penal sum of _____ Dollars
(\$ _____), lawful money of the United States, for the
payment of which sum well and truly to be made, we bind our-
selves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the
Principal has submitted the accompanying Bid, dated

_____, 19___, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid
within the period specified therein after the opening of the
same, or, if no period be specified, within thirty (30) days
after the said opening, and shall within the period specified
therefor, or, if no period be specified within ten (10) days
after the prescribed forms are presented to him for signature,
enter into a written contract with the Local Public Agency in
accordance with the Bid as accepted, and give bond with good
and sufficient surety or sureties, as may be required, for
the faithful performance and proper fulfillment of such Con-
tract; or in the event of the withdrawal of said Bid within
the period specified, or the failure to enter into such Con-
tract and give such bond within the time specified, if the
Principal shall pay the Local Public Agency the difference
between the amount specified in said Bid and the amount for
which the Local Public Agency may procure the required work
or supplies or both, if the latter amount be in excess of the
former, then the above obligation shall be void and of no ef-
fect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed
this instrument under their several seals this _____

day of _____, 19___, the name and corporate

Form of Bid Bond

seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address)

(Individual Principal) (SEAL)

(Business Address)

Attest:

(Corporate Principal)

(Business address)

By _____ Affix
Corporate
seal

Attest:

(Corporate Surety)

Countersigned

By _____

By _____ Affix
Corporate
seal

Attorney-in-Fact, State of _____

(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

Secretary of the corporation

named as Principal in the within bond; that _____,

Form of Bid Bond

who signed the said bond on behalf of the Principal was then
_____ of said corporation; that I know
his signature, and his signature thereto is genuine, and that
said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of its governing body.

_____(Corporate)

_____(Seal)

Title

DIVISION F

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in Demolition and Construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Mt. Kisco Urban Renewal Agency?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Mt. Kisco Urban Renewal Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 19__.

(Name of Bidder)
By _____

(Title)

Form of Statement of
Bidder's Qualifications

State of _____)
County of _____) ss

_____ being duly sworn, deposes and
says that he is _____ of
_____ and that the answers to the fore-
(Name of Organization)
going questions and all statements therein contained are true
and correct.

Subscribed and sworn to before me this _____ day of
_____, 19____.

(Notary Public)

My commission expires _____.

DIVISION G

FORM OF CONTRACT

Item I - Contract Unit II
Urban Renewal Project No. N.Y. R-58

THIS AGREEMENT made this _____ day of _____, 19____,
by and between _____

hereinafter called the "Contractor", and the Mt. Kisco Urban
Renewal Agency, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for
the considerations stated herein mutually agree as follows:

ARTICLE 1 Statement of Work. The Contractor shall furnish all
supervision, technical personnel, labor, materials, machinery,
tools, equipment and services, including utility and transpor-
tation services, and perform and complete all work required in
an efficient and workmanlike manner, all in strict accordance
with the Contract Documents, including all Addenda thereto, all
as prepared by Staunton and Freeman, Consulting Engineers, act-
ing, and, in these Contract Documents, referred to as the En-
gineer.

ARTICLE 2 The Contract Price. The Local Public Agency will
pay the Contractor for performance of the Contract, in current
funds, subject to additions and deductions as provided in the
Section CHANGES IN THE WORK under GENERAL CONDITIONS, the sum of
_____ Dollars

(\$ _____), in addition to and above the value of such
salvaged materials specified to become the property of the
Contractor.

Form of Contract

ARTICLE 3 Contract. The executed contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This agreement | f. General Conditions |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (as listed in |
| e. Signed copy of Bid | the Schedule of Drawings) |

This AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in ____ original copies on the day and year first above written.

Attest:

_____	_____
_____	(Contractor)
_____	By _____
_____	Title _____
_____	_____
_____	(Street)
_____	_____
_____	(City)
_____	Mr. Kisco Urban Renewal Agency
_____	By _____
_____	Title _____

(Print or type the names underneath all Signatures.)

Certifications

I, _____, certify that I am the _____
_____ of the Corporation named as Contractor herein,
that _____ who signed this Agreement on
behalf of the Contractor, was then _____ of said
corporation; that said Agreement was duly signed for and in be-
half of said corporation by authority of its governing body,
and is within the scope of its corporate powers.

Corporate
Seal

(Print or type the names underneath all signatures.)

PERFORMANCE AND PAYMENT BONDS

Following the Form of Agreement, insert the approved form of the statutory surety bonds to insure the performance of the Contract and payment of labor and for materials. In addition to the corporation signatures or the surety company (ies) on the bonds, each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the State in which the Project is situated.

DIVISION H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ as principal and _____

_____ are held firmly bound unto the Mt. Kisco Urban Renewal Agency, Village of Mount Kisco, Westchester County, New York, in the sum of _____

Dollars, for the payment of which, well and truly to be made we do hereby jointly and severally bond ourselves, our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas, the above named principal did on the _____ day of _____, 1965, enter into the agreement hereto attached, with the Agency, which said agreement is made part of this bond the same as if fully set forth herein.

NOW, if the said Contractor in the aforesaid agreement shall well and truly execute all and singular the stipulations by it to be executed and shall fully and faithfully perform the work herein specified and do and perform all and singular the terms, conditions and requirements of the drawings, specifications and contract, and shall indemnify and save harmless The Mount Kisco Urban Renewal Agency, and the Village of Mount Kisco, Westchester County, New York, from all suits and actions of every name and description, brought against them, or any officer there of the Agency, for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement specified to be done or the doing of any of the work therein described and shall indemnify and save harmless the said parties, from all suits and expense over and above the expenses included in the contract price, for royalties, licenses or infringements on patents that may be involved in the plan or construction of the appliances contracted for, or any other parts thereof, or in the use of said appliances or any of the parts thereof thereafter, and if said Contractor shall defend at its proper cost and expense, any and all suits and actions of every kind whatsoever that may be brought against said parties by reason of the use of said appliances or any of the parts thereof, and further shall indemnify and save harmless the said parties from all liens, charges, claims, demands, loss, costs and damages of every kind and nature whatsoever, and shall pay all just and legal claims for labor performed upon, and for materials and machinery furnished for the work specified in the said agreement, and if the said Contractor shall make good any defects in

Form of Performance Bond

material or workmanship of the herein work occurring or manifest during a period of twelve months after the date of the final estimate and as may be discovered by the Agency on review and reinspection as described in the specifications, or if the said Contractor shall reimburse the Agency for repairs because of defects occurring within said period and made by or at the instance of the Agency and the manner provided by the herein contract and specifications, then this obligation to be void, otherwise to be and remain in full force and virtue in law: we hereby agreeing and consenting that this undertaking shall be for the use of any laborer, material man, or machinery man, having a just claim as aforesaid, as well as for the said Agency; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

WITNESS OUR SIGNATURES this _____ day of

_____, 19__.

Signed in the presence of

Principal

Surety

DIVISION I

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal and _____

_____ as Surety, are held and firmly bound unto the Mount Kisco Urban Renewal Agency, Village of Mount Kisco, Westchester County, New York, as Obligee, in the penal sum of _____ Dollars

(\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 19____, a copy of which is attached hereto.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall pay all persons performing labor or supplying materials under contracts made directly with the Principal in connection with the performance of the aforesaid contract between the Principal and the Obligee, and any and all duly authorized modifications thereof that may hereafter be made, notice of such modifications to the Surety being hereby waived, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted in the courts or tribunals of the state, territory, or district in which the said contract was to be performed and not elsewhere, and no such suit, action or proceeding shall be commenced after the expiration of one year from the date on which such person performed the last of the labor or supplied the last of the material for which claim is made.

WITNESS OUR SIGNATURES this _____ day of

_____, 19____.

Form of Labor and
Material Payment Bond

Signed in the presence of

(Principal

(Surety)

DIVISION J

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS form a part.

b. The term "Local Public Agency" means the Mount Kisco Urban Renewal Agency which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to perform the work of the Project.

d. The term "Project Area" means the Area specified on the Drawings within which the work is to be performed under this Agreement.

e. The term "Engineer" means the firm of Staunton & Freeman, Consulting Engineers, employed by the Local Public Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through the Resident Engineer having general charge of the work.

f. The term "Local Government" means the Village of Mount Kisco, New York within which the Project Area is situated.

g. The term "Contract Documents" means and shall include the following:

Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).

h. The term "Drawings" means the drawings listed in the SCHEDULE OF DRAWINGS.

i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates the manner and methods to be employed in the work of Demolition and Site Clearance.

GENERAL SPECIFICATIONS
General Conditions

j. The term "Addendum" or "Addenda" means any changes, revisions of clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to time of receiving Bids.

k. The term "Salvage" means all building materials, equipment, appliances and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the Project Area, which the Contractor deems as having sufficient value to justify reclaiming.

2. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall schedule the Demolition Site Clearance and other work as directed by the Local Public Agency and he shall be responsible for all work executed by him under the Agreement.

3. SUBCONTRACTS

a. The Contractor shall not execute an agreement, with any subcontractor or permit any subcontractor to perform any work included in this contract, until he has submitted a non-collusive affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

(1) He is (owner, partner, officer, representative or agent)

GENERAL SPECIFICATIONS
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of _____, herein referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the _____ Project in _____ (City or County and State);

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before
me this _____ day of _____

19__

Title

My commission expires _____

GENERAL SPECIFICATIONS
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b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.

e. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Local Public Agency.

4. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

5. BREAKDOWN, PROGRESS SCHEDULE AND NOTICE TO PROCEED

a. Breakdown of Contract Price

During the period between the award and execution of the Agreement, the Contractor shall furnish a complete breakdown of his proposal so arranged and itemized as to meet the approval of the Local Public Agency. When approved, this breakdown shall form the basis for determining the amount of partial payments to the Contractor. The Local Public Agency may elect to have the Contractor submit his Demolition breakdown by buildings, or structures identified by their street address or by groups of structures properly identified. If the Local Public Agency requires the Contractor to show the cost of demolition and the value of salvable material for each building, it shall be mutually agreed that such a breakdown shall be used as the basis for evaluating the change in the Contract price when and if certain buildings are omitted from the contract.

b. Progress Schedule

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Upon approval of the Breakdown, the Contractor shall promptly submit to the Local Public Agency, a carefully considered progress schedule showing the proposed dates of starting and of completing each of the major subdivisions of the work shown in the cost breakdown. The schedule shall also show percentage of completion on the first of each month and shall show that all work is to be completed within the contract time.

c. Notice to Proceed

After execution of the agreement, a notice to proceed will be issued to the Contractor which shall clearly and accurately set forth the area and the structures which are thereby released to the Contractor for demolition and site clearance and shall fix the starting and completion dates therefor, in accordance with the contract time established in the "SPECIAL CONDITIONS" contained herein. A similar notice to proceed shall be issued to the Contractor for the release of each successive structure or group of structures.

6. PAYMENTS

a. Partial Payments

(1) The Contractor shall prepare his requisition for partial payment, in the required number of copies as of the last day of each month and submit it to the Engineer for approval. The payment shall consist of the total cost of all work completed to such date as estimated in the light of the "Breakdown of Contract Price" subject to deductions of (1) ten percent (10%) of this sum to be retained until final payment, (2) the total value of all salvable materials removed to such date, as estimated in the light of the "Breakdown of Contract Price" and (3) the amount of all previous payments to the Contractor.

b. Final Payment

(1) After the final inspection and acceptance by the Local Public Agency, of all work under the contract, the Contractor shall prepare his requisition for final Payment and submit it to the Engineer for approval. The final payment shall consist of the total bid amount as determined by Article 2 of the Agreement, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the Local Public Agency under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS.

c. The Local Public Agency, before making any payment,

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may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. The Local Public Agency, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

d. Each payment to the Contractor by the Local Public Agency shall be made subject to the following:

(1) Submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, and

(2) That no payment made under the Contract shall act as a waiver of the right of the Local Public Agency to require the fulfillment of all of the terms of the Contract.

7. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement, the Local Public Agency shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved

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and the applicable unit prices; provided that the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%).

d. If applicable unit prices are not contained in the Agreement or if the total net changes increase or decrease the total Contract Price more than twenty-five percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable, the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work;
- (2) The Contractor's proposal (if any) or a conformed copy thereof;
- (3) A definite statement as to the resulting change in the contract price and/or time and
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

8. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.

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b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Local Public Agency and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

c. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section CHANGES IN THE WORK under these GENERAL CONDITIONS.

9. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefor.

b. Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, or reductions in time due to omission of part of the work, the Contractor shall pay to the Local Public Agency as fixed, agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be

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charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Local Public Agency;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, Consolidated Edison or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph.

Provided, however, that the Contractor promptly (within ten (10) days) notifies the Local Public Agency, in writing, of the cause of the delay. The Local Public Agency shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this contract, the Local Public Agency shall extend the contract time by a period commensurate with the period of excusable delay.

10. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or

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corporations rendering such labor or services or supplying such materials, tools or equipment.

11. DISPUTES

a. All disputes arising under this Contract or its interpretation, except those disputes or claims covered by the FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, whether involving law or fact or both, or extra work, alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in questions from the final release.

12. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13. SHOP DRAWINGS

a. All required shop drawings, equipment details, layout drawings, etc., shall be submitted to the Engineer in four copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

14. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken

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by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Division

15. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless or insubordinate.

16. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after

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award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

(2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

(4) The Local Public Agency will pay all other expenses.

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17. PERMITS AND CODES

a. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Local Government. All disconnections, Clearing, Demolition and Construction shall comply with all applicable ordinances and codes including all written waivers. Before beginning the work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and the Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and do Demolition work at variance with any applicable ordinance or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the Local Public Agency, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government; the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, and repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

c. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the Demolition and Site Clearance.

18. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

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b. The Contractor shall provide sufficient competent day and night watchmen every day, including Saturdays, Sundays and holidays, and shall be responsible for all salvable materials in all buildings for which he has received a notice to proceed, whether or not he has removed such materials from said buildings.

c. In an emergency affecting the safety of life or property, on or adjoining the site the Contractor shall act, either at his own discretion or as instructed by the Local Public Agency, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in a manner satisfactory to the Local Public Agency, any damage thereto caused by his operations.

e. The Contractor shall shore, brace, underpin, secure, and protect as may be necessary all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site and which may be in any way affected by his excavations or other operations. The Contractor shall indemnify and save harmless the Local Public Agency from liability for any injury or damage to said structures and their premises or to persons due to his operations. He shall issue any and all required notices to property owners or other parties on, or in the vicinity of the site.

19. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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b. The Contractor shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

20. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

21. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials and Demolition, Site Clearance and Construction operations to the limits prescribed by ordinances or permits, or as may be directed by the Local Public Agency and shall not unreasonably encumber the premises with his salvaged material.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

22. REMOVAL OF DEBRIS, CLEANING, ETC.

All rubbish and debris found on the Project Area at the start of the work as well as that resulting from the demolition activities or deposited on the site by others during the duration of the contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. Upon completion of the work the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all

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kinds leaving the entire Project Area in a neat condition. Trash burning on the site will be subject to prior approval of the Local Public Agency and in accordance with existing state and local laws. With the consent of the Local Public Agency, the Contractor may use suitable debris for specified fill. Perishable materials must not become a part of any fill placed or left on the site.

23. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents, and the HHFA Representative for the Administrator (as defined under GENERAL CONDITIONS) shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

24. FINAL INSPECTION

When the work under this contract is substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Local Public Agency having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the Local Public Agency determines that the work is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

25. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency, and subject to settlement, in case of dispute, as herein provided.

26. INSURANCE

a. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees

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and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.

b. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$500,000/\$1,000,000 to protect the Contractor, his subcontractors, the Local Public Agency and the Village of Mt. Kisco, against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles, in the construction of the Improvements embraced in this Contract.

c. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount of not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under the Contract.

d. Before commencing work, the Contractor shall submit evidence of the coverage required above to the Local Public Agency for review and approval. The policies shall be scheduled on approved form to be supplied by the Local Public Agency. The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Local Public Agency, and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and evidence submitted to the Local Public Agency for its approval.

e. The Contractor further agrees that he will and does assume to hold the Local Public Agency and the Village of Mt. Kisco free and harmless from all loss, cost, damage or injury or claim therefor to persons or property, arising from or growing out of any act or omission of the Contractor, or of any person or persons employed by or under him, or by his agents, or subcontractors, or of supervisory acts of the Agency or Village, its agents and employees, including any acts of negligence and/or nuisance of the Contractor, the Agency or the Village or their agents or employees, either of omission or commission or any acts involving any violation of any statutory duty or any non-delegable duty in connection with the carrying out of the terms of the contract, under the Contractor's liability policy shall specifically cover and include provision for holding the Agency and municipality harmless as herein provided.

27. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Public Agency shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of Contract Documents. The Local Public Agency will give notice of observed noncompliance with reasonable promptness.

28. RISK OF LOSS

The Local Public Agency assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued, will be made.

29. REMOVAL AND SALVAGE OF EXISTING BUILDINGS

a. Upon execution of the Contract for the work on all or any part of the Project Area, all right, title and interest of the Local Public Agency in and to buildings, structures and other property to be demolished and/or removed by the Contractor, on said part or all of the Project Area as described in the Notice to Proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:

(1) No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

(2) Only such property may be salvaged by the Contractor as is owned by the Local Public Agency and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Local Public Agency a written statement respecting its ownership.

(3) All salvage becomes the property of the Contractor but storage of such materials and equipment on the Project Area will not be permitted except for the duration of the

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contract and such storage shall at no time interfere with activities of the Local Public Agency or of other contractors.

(4) Personal property of third persons or of occupants of buildings on the site shall not become the property of the Contractor.

(5) In the event that the Local Public Agency terminates the Contractor's right to proceed in accordance with Section TERMINATION, DELAYS AND LIQUIDATED DAMAGES above, or for failure to comply with the FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, all right and all title in and to buildings, structures, material and property transferred by this Section and remaining on the Project Area, shall revert to and vest in the Local Public Agency without prejudice to any claim which the Local Public Agency may have against the Contractor arising from the Contractor's default.

(6) Materials left on the Project Area after acceptance of the work by the Local Public Agency shall be deemed to have been abandoned by the Contractor to the Local Public Agency and title thereto shall thereupon revert to and vest in the Local Public Agency, without prejudice, however, to any claim which the Local Public Agency may have against the Contractor arising from the action of the Contractor in so leaving such materials on the site.

(7) If the Technical Specifications provide that the Contractor may elect to remove abandoned underground utilities with title thereto being vested in the Contractor, he shall, within ten days after the award of the Contract, notify the Local Public Agency of his election to remove such property. If any such property is not removed within the time stipulated for completion of that portion of the work within which it lies, or any extension thereof, title of such property not removed shall revert to the Local Public Agency.

b. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

30. LIVE UTILITIES AND OTHER PROPERTY

a. The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the Project Area, but excluded from the work or not owned by the Local Public Agency, such as utility lines, surface improvements, or like items.

b. If disconnections of underground utility services are

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required to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavement, and other pertinent matters.

c. In making excavation for pipe trenches or for other structures, the Contractor shall use extreme care that no damage is done to existing pipes, culverts, utilities, or structures encountered along the line of work. All such pipe lines and structures shall be maintained in good working order, at all times during the progress of the work. If necessary they shall be shored up in a manner approved by the Local Public Agency.

d. If the Contractor for any reason removes the whole, or a part of any culvert, subdrain, drain pipe or other subsurface structure, such work shall be replaced at the expense of the Contractor to a condition equal to that existing before operations started, and to the satisfaction of the Local Public Agency. No additional payment will be made by virtue of the expense incurred by the Contractor for this purpose, and the Contractor shall take this into consideration when preparing his bid.

e. If the material from the excavation in any way becomes lodged in any culvert, drain or gutter, said material shall be removed and the culvert, drain or gutter shall be restored to its original condition at the expense of the Contractor.

FEDERAL LABOR-STANDARDS PROVISIONS (Paragraph 31 thru 55)

31. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America, and the following Federal Labor-Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

32. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term "Administrator" means the Housing and Home Finance Administrator, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Administrator, or the authorized representative thereof,

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or any other person designated by such Administrator to perform his functions. The term "subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract. The term "subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

33. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN AND TECHNICIANS

All architects, technical engineers, draftsmen and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached Exhibit "A" below, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.

NOTE: EXHIBIT "A" WILL BE ISSUED BY ADDENDUM

34. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below (Exhibit B.) and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2)

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of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

NOTE: EXHIBIT "B" WILL BE ISSUED BY ADDENDUM

35. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics or technical employees to whom the same is due or on their behalf to plans, funds or programs for any type of fringe benefit prescribed in the applicable wage determination.

36. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

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37. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATIONS

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a, the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph a, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph a.

c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph b.

d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs a, b, and c of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

38. EMPLOYMENT OF APPRENTICES

Apprentices (to mechanics) will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such

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recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

39. CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

40. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertise-

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ments for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Local Public Agency, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations and relevant orders of the said Committee or by the Housing and Home Finance Agency pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Housing and Home Finance Agency, and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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41. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

42. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

43. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency, and a report of the action taken shall be submitted by the Local Public Agency, through the Administrator, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred, through the Administrator, to the Secretary for final determination.

44. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency, shall be referred, through

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the Administrator, to the Secretary of Labor for determination.

45. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

46. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic or technical employee to whom the wage, salary or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

47. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

48. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Administrator to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

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49. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the Local Public Agency and the Administrator, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

50. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency. The Contractor shall submit weekly to the Local Public Agency two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment

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records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Administrator, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Administrator and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

51. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions of these General Conditions are applicable.

52. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

53. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

a. No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, That the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

b. No member of the governing body of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Local Public Agency who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict

GENERAL SPECIFICATIONS
General Conditions

with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

54. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor-Standards Provisions of these General Conditions, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

55. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor-Standards Provisions of these General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

NON-FEDERAL LABOR STANDARD PROVISIONS

56. MINIMUM WAGE RATES - STATE OF NEW YORK

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged

GENERAL SPECIFICATIONS
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on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

NOTE: NEW YORK STATE DEPARTMENT OF LABOR MINIMUM WAGE RATE DETERMINATION WILL BE ISSUED BY ADDENDUM.

57. BENCH MARKS AND SUB-SURFACE SOIL DATA

a. The General Contractor shall carefully maintain bench marks, monuments and other reference points. If such bench marks, monuments and/or other reference points are disturbed or destroyed they shall be re-established as directed by the Local Public Agency at the expense of the Contractor responsible for such disturbance or destruction.

b. In order to obtain data to prepare the contract documents, sub-surface investigations were made and the results indicated. No responsibility is assumed by the Agency for sub-surface conditions at locations other than places shown or at times other than when explorations were made.

58. SITE DRAINAGE

During the construction period, the Contractor shall maintain the project site free of surface water by means of temporary drainage ditches or other suitable means. He shall keep all partially complete and fully completed depressed areas free of all water during the construction period. The Contractor shall not conduct water on to privately owned property. The Contractor shall secure license, permit or other right of drainage or flowage over public properties (other than Local Public Agency) which may abut the Project site. Responsibility for any and all damage incident to or caused by these operations are assumed by the Contractor and the Local Public Agency shall be saved harmless.

DIVISION K

SPECIAL CONDITIONS

1. PROJECT AREA

The Project Area of the Urban Renewal Project No. N.Y. R-58 consists of the area within the property limits as delineated on the Drawings within the Village of Mt. Kisco, Westchester, New York.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract, shall be commenced at the time stipulated by the Local Public Agency in the "Notice to Proceed" to the Contractor and shall be fully completed within 180 consecutive calendar days thereafter.

3. RELEASE OF BUILDINGS

It is anticipated that each building or group of buildings to be demolished will be released by a "Notice to Proceed" to the Contractor when it becomes available to the Local Public Agency for demolition purposes. Approximate anticipated dates for release are as indicated on the Drawings. Failure by the Local Public Agency to release any building or buildings according to the schedule, however, shall not be grounds for any claim by the Contractor for extra compensation, nor for any change in Contract completion date except for structures released less than 30 calendar days prior to said completion date.

4. LIQUIDATED DAMAGES

a. As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of fifty dollars (\$50.00) as fixed, agreed and liquidated damages for each calendar day of delay from the date stipulated for completion or as modified in accordance with Section CHANGES IN THE WORK under GENERAL CONDITIONS, until such work is satisfactorily completed.

b. The Local Public Agency may accept any part of the Project Area if the work thereon has been satisfactorily completed and the surface of the ground brought to the condition set forth in the Technical Specifications, if needed to proceed

GENERAL SPECIFICATIONS
Special Conditions

with the further development of the Project. The Contractor shall release such areas upon the request of the Local Public Agency.

5. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time.

6. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Mt. Kisco Urban Renewal Agency at Municipal Building, 104 Main Street, Mt. Kisco, New York, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

7. SIGNS

Subject to the prior approval of the Local Public Agency as to size, design, type and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

8. JOB OFFICES

a. The Contractor shall furnish and maintain during construction of the project, adequate facilities at site for use of the Local Public Agency and the Engineer.

b. These facilities shall include one office of not less than 250 square feet in area, with lavatory and heater in office, one toilet room, one sample storage closet, and such accessory area as required. Submit plans of layout and obtain approval from Local Public Agency before proceeding with construction of this building. This building shall be constructed immediately after Notice to Proceed is issued to Contractor.

c. Spaces shall be weathertight, provided with glazed and screened windows. Floor shall be 7/8" x 4" T & G boards over 1/2" fibre board with floor joists blocked up off the ground with posts or piers. They shall have sufficient electric lights and heating facilities, also adequate locking devices for all windows and doors. Plan table 3' wide and about 16' long shall be built with coverings of smooth surfaced wall-board. Rack for filing of drawings, also wood shelving for storage of samples, etc., shall be furnished and installed as required. Entrance door from exterior to be provided with cylinder tumbler lock.

d. The Contractor shall furnish and install in the toilet room a flush toilet and required accessories.

e. The Contractor shall provide and maintain telephone for use of the office. Telephone service shall be available until full completion of work and shall be paid for by said Contractor.

f. The Contractor shall provide light, heat, fuel and janitor service for the spaces, and furnish necessary toilet supplies at all times, and he shall maintain them to satisfaction of the Local Public Agency.

g. The Contractor and his subcontractors may maintain such office and/or storage facilities on the site as may be

GENERAL SPECIFICATIONS
Special Conditions

necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Local Public Agency shall be consulted with regard to locations.

h. Upon completion of the work, or as directed by the Local Public Agency, the Contractor shall remove from the site all such temporary structures and facilities which have been installed thereon by him or have been used for the above purposes, and these shall become his property and he shall leave the premises in the condition required by the Contract.

9. WORK BY OTHERS

a. Gas, Electric and Telephone lines of the Utility Companies will be relocated and installed at no charge to the Contractor within the street right of way and will be available at the property lines of the rights of way during the work of this Contract.

b. In addition to the above work in the Project Area, the Contractor is hereby made aware that certain work indicated on the Drawings as future or not in contract will be undertaken under separate concurrent construction contracts by the Mt. Kisco Urban Renewal Agency. The following listing is intended as a general outline of such work to be done by others during the term of this contract at no charge to the Contractor.

(1) Subbase, base and surface courses for Kisco and Railroad Avenues, Hubbel's Road and North Crossway, together with related curbs and sidewalks within the public right of way and/or contract limit lines.

(2) Storm drainage system within the right of way and through easements to the point of discharge.

(3) Sanitary lines within the right of way and through easements to existing trunk lines.

10. TRAFFIC CONTROL

a. The Contractor shall conduct his work in such manner as to interfere as little as possible with the free flow of traffic through the streets on which he is working. The Contractor shall provide and maintain temporary roadways and walks as may be necessary during the work on the project site.

b. Care shall be used in placing materials so that a minimum amount of space is used therefor. Where necessary,

GENERAL SPECIFICATIONS
Special Conditions

substantial bridges shall be placed over trenches. Such bridges shall be erected where ordered by the Engineer or the Local Public Agency.

c. A safe means of ingress and egress shall be maintained at all times on all streets affected by operations under this Contract. For this purpose the Contractor shall employ such watchmen, flagmen, barricades and other means which might be necessary to properly control and direct such traffic and to protect existing work. Barricades shall be erected in such places as the Engineer or the Local Public Agency shall direct, and such barricades shall be of sufficient strength and permanence to serve the purpose for which they are intended. All such barricades shall be protected properly at night with red illumination.

11. TEMPORARY LIGHT AND POWER

The Contractor shall arrange and pay for all connections to service, meter charges, energy consumption, etc., to the Electric Utility Company for temporary lighting and power for his use as may be necessary during the work.

12. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge five (5) sets of the Contract Documents including Drawings. Additional copies requested by the Contractor will be furnished at cost.

13. UNIT PRICES

The unit prices set forth in the Form of Bid shall be utilized to determine the equitable adjustment of the Contract Price in connection with changes or extra work performed under the Contract and the rules of measurement hereinafter set forth shall govern.

It is mutually understood and agreed that said unit prices include all items of cost, overhead and profit for the Contractor and his subcontractor(s), if any, and that they shall be used uniformly without modification for either additions or deductions to the work under contract.

The following rules of measurement shall apply:

a. Except where provision is made hereinafter for arbitrary measurement, the quantity of excavation shall be its in-place volume prior to removal.

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Special Conditions

b. Where rock excavation replaces earth excavation required under the contract, such earth excavation will not be credited.

c. The reference point for computing changes in depth shall be the plane grade at which the change starts.

d. No allowance will be made for excavating additional material of any nature taken out for the convenience of the Contractor beyond the quantity computed under these rules of measurement.

e. The quantity of rock excavation shall be computed from instrument readings taken by a licensed surveyor approved by the Engineer in vertical cross sections located at such intervals as will insure accuracy. Top elevations of the rock shall be taken upon exposure, but before disturbance. Bottom elevations shall be plan grade if the rock continues to the bottom of the excavation. If the rock dies out above plan grade, bottom elevations shall be the instrument reading of the bottom of the rock layer in each cross section. The definition of "rock" contained in the Technical Specifications shall govern and computations of quantities shall be, in all respects, in strict accordance with these Rules of Measurements.

f. Excavation for structures shall be arbitrarily be assumed to be two feet outside the face of the structure and with vertical sides.

g. Pipe trenches shall arbitrarily be assumed to be two feet wider than the outside diameter of the pipe barrel and with sides vertical.

h. The volume of backfill shall be the volume of excavation as computed under these Rules less the volume displaced by any construction installed.

i. The quantities of trench sheathing shall be computed as the area of the trench wall against which sheathing is installed.

j. Concrete quantities shall be computed from plan size, or lacking drawings, from actual measurement of the work ordered and placed.

GENERAL SPECIFICATIONS
Drawing Schedule

DIVISION L

DRAWING SCHEDULE

The drawings listed below, except for INFORMATION DRAWINGS, and dated October 21, 1965, constitute the Drawings referred to in the Documents and form a part of the Contract:

<u>DWG. NO.</u>	<u>TITLE</u>
I-II-1	TITLE SHEET AND INDEX OF DRAWINGS
I-II-2	LAYOUT AND WATER DISTRIBUTION PLAN - PART 1
I-II-3	LAYOUT AND WATER DISTRIBUTION PLAN - PART 2
I-II-4	LAYOUT AND WATER DISTRIBUTION PLAN - PART 3
I-II-5	CLEARING, DEMOLITION AND GRADING PLAN - PART 1
I-II-6	CLEARING, DEMOLITION AND GRADING PLAN - PART 2
I-II-7	CLEARING, DEMOLITION AND GRADING PLAN - PART 3
I-II-8	PROFILE KISCO AVE. PARTS 1 and 2
I-II-9	PROFILE KISCO AVE. PART 3 RAILROAD AVE. NORTH CROSSWAY, AND HUBBEL'S DRIVE
I-II-10	SECTIONS AND DETAILS

The following Drawings are not Contract Documents, are not in any way a part of the Contract Documents, are not to be deemed included, covered or referred to within the meaning of the word "Drawings" whenever used in the Contract Documents. They are made available to Bidder merely for the information and convenience of the Bidder, in accordance with and subject to all terms and conditions of these Specifications.

<u>DWG. NO.</u>	<u>INFORMATION DRAWINGS - TITLE</u>	<u>DATE</u>
4 of 5	TOPOGRAPHIC MAP	June 1964
5 of 5	TOPOGRAPHIC MAP	June 1964
4 of 5	UTILITIES MAP	June 1964
5 of 5	UTILITIES MAP	June 1964
1 of 1	LOG OF BORINGS	May 1964

TECHNICAL SPECIFICATIONS
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DIVISION 1

DEMOLITION

- 1.01 GENERAL: Applicable provisions of the General and Special Conditions govern all work under this Division.
- 1.02 WORK INCLUDED: This Division covers dismantling, demolition, salvage and disposition of existing buildings, structures, equipment and utilities, complete.
- 1.03 WORK NOT INCLUDED: The work does not include general site clearing or the salvaging of fencing materials which are covered elsewhere in these specifications.
- 1.04 DEMOLITION
- a. Title to Property: Material and equipment salvaged from existing structures, shown to be removed, will become the property of the Contractor unless otherwise specified herein or indicated on the Drawings.
 - b. Prior to the initiation of any demolition operations in the Project Area, the Contractor shall retain the services of an approved, competent and reputable exterminating firm, thoroughly experienced in matters relating to the control and extermination of domestic rodents. Effective steps shall be taken to exterminate and remove rodents from all areas of the Project immediately prior to demolition operations. Such steps must be so designed as to prevent the mass movement and spread of rodents within the Project Area or to other areas outside the Project.
 - c. Protection of persons and property shall be provided throughout the progress of the work. The work shall proceed in such manner as to minimize the spread of dust and flying particles and to provide safe working conditions for personnel. Floors shall not be overloaded. Demolition work on upper levels shall be completed before supporting members on lower levels are disturbed.
 - d. Disconnection of Services: Before starting the work, utilities shall be disconnected at the nearest main unless otherwise indicated or directed. Mains shall be sealed in an approved manner. The water supply to fire hydrants shall not be disrupted except when approved in writing by the Engineer, and then only when

DIVISION 1
Demolition

adequate fire protection has been provided. If it becomes necessary to interrupt the utility service to buildings or utilities not a part of this contract, prior approval shall be obtained in writing. Approved provisions shall be made to avoid interference with, or the free passage into, adjoining and adjacent buildings not in the contract.

- e. Protection of Services: Preserve in operating condition all active utilities traversing or bounding the project site; protect all property including but not limited to, mains, manholes, catch basins, valve boxes, poles, guys and other appurtenances. Repair damage to any such utility, due to work under this contract, to the satisfaction of the Local Public Agency.
- f. Explosives shall not be used or brought to the site without prior written approval of the Local Public Agency.
- g. Fires shall be started only where indicated or directed. Fires shall be kept under constant attendance, and shall be controlled to prevent injury to personnel, and damage to existing structures, construction in progress, trees, and other vegetation. The Contractor shall be responsible for compliance with Federal, State and local laws relative to the building and maintaining of fires.
- h. Operational procedures shall be optional with the Contractor insofar as procedures do not infringe on the approved work schedule and except for the special procedures hereinafter set forth relating to the Canadium Radium and Uranium facility.
- i. Backfilling: Holes, open basements and other hazardous openings, resulting from dismantling or demolition operations shall be refilled with earth from approved on-site borrow sources. Rubbish shall not be used in backfilling. Fill placement and compaction shall be accomplished in accordance with Division, EXCAVATION, FILLING AND GRADING of these specifications.

1.05 DISPOSITION OF MATERIALS AND EQUIPMENT:

- a. Combustible material not to be salvaged shall be hauled to the approved burning area and burned.
- b. Noncombustible material not to be salvaged shall be hauled to an approved off-site disposal area and dumped unless otherwise indicated.

- c. All radioactive debris shall be disposed of as hereinafter specified.
- 1.06 BUILDING AND STRUCTURES: Unless otherwise indicated, remove to a minimum depth of 2 feet below finished grade or pavement subgrade all existing walls (including retaining walls and walls of cisterns, cesspools, wells, abandoned manholes and catch basins and similar structures) curbs, pavement, underground fuel tanks and other improvements within the site, not shown to be retained in the project, and not within the area of the building excavation. Materials from such demolition, unless specifically reserved for re-use, shall become the property of the Contractor and shall be disposed of by him. Break up masonry or concrete bottoms of structures to permit drainage and to allow for soil moisture to permeate such slabs and rise to the surface for the benefit of lawns and planting. No additional payment will be made for the use of explosives or drills required for removal of obstructions.
- 1.07 PIPING: Proper precautions shall be taken while dismantling piping containing gas, gasoline, oil or other explosive or injurious fluids. Such piping shall be stored outdoors until fumes are removed.
- 1.08 ELECTRICAL WORK: General - Primary, secondary, control, communication and signal circuits shall be cut at the point of attachment to their distribution system.
- 1.09 CANADIUM RADIUM AND URANIUM CORP. FACILITY:
- a. The Canadium Radium and Uranium Corporation located within the Project Area at 69 Kisco Avenue is a registered industrial radiation facility requiring special demolition and on-site waste disposal procedures as follows:
- (1) The entire demolition and disposal operation is to be accomplished under the close supervision of a qualified radiological health physicist whose services will be retained by the Local Public Agency.
- (2) His function will be to assure that the work is carried out so as to avoid hazard to demolition workers or the general public.
- (3) The physicist will monitor external radiation dosage

DIVISION 1
Demolition

by means of film badge dosimeters which he will provide to demolition workers exposed to radiation.

- (4) He will also accomplish air sampling during the operation in order to determine the concentration levels of airborne radioactive contaminants. If such levels exceed limits as set forth in the State of New York Dept. of Labor Industrial Code Rule No. 38, respiratory protection will be provided for exposed demolition workers.
- (5) The physicist will perform periodic radiation checks of various portions of the building, its fixtures and the underlying subgrade to determine which materials must be treated as radioactive wastes and disposed of in the designated contaminated waste disposal area.
- (6) The Contractor will be required to fully conform to the applicable regulations of the New York State Departments of Labor and Health, each of whom require notification prior to the demolition and disposal operation.
- (7) Extreme care must be exercised during the work to minimize the production of dust particles. Light spraying with water to control dust formation will be required.
- (8) Trucks carrying contaminated waste to the disposal area must be underloaded in such fashion as to eliminate any possibility of the accidental displacement by wind or other means of the waste material. The loaded debris should be lightly sprinkled to control dust and covered with plastic sheeting so fastened and weighted down as to preclude any possibility of loss of material during transport.
- (9) The waste disposal pit will be partially opened in advance of demolition operations. The final size required will depend upon field determinations by the physicist of those materials to be classified as radioactive wastes.
- (10) It is the intent of this specification to place the more highly contaminated building debris in a layer at the bottom of the pit and subsequently to cover this material with the less highly contaminated earth subgrade underlying the building and finally to backfill the pit with uncontaminated earth to a depth of at least three feet.

DIVISION 1
Demolition

- (11) In preparing his bid, the Contractor shall assume that all buildings of the facility together with the underlying two (2) feet of earth subgrade will require removal to the waste disposal area. In the event that a greater or lesser volume of subgrade material is required to be handled, due to actual field conditions, the contract price will be adjusted based upon the unit price per cubic yard set forth in the Contract.
- b. Upon satisfactory completion of the disposal operation, the waste disposal area shall be brought to the proper grade, the topsoil shall be replaced to a minimum depth of six inches ready for seeding under a subsequent contract. The excavated subgrade of the facility shall then be backfilled and brought to grade as specified under backfilling.
- 1.10 CLEANING UP: Upon completion of dismantling, demolition and salvage operations as herein specified, the entire area shall be cleaned of all debris in a manner satisfactory to the Engineer. The area shall be graded to provide drainage. Temporary roads shall be removed and the site restored to the original condition.
- 1.11 RISK OF LOSS: Upon award of the Contract, the Contractor shall bear all risk of loss in the Project Area. Until award, the Local Public Agency will bear all risk of loss.

DIVISION 2

CLEARING AND GRUBBING

- 2.01 GENERAL: Applicable provisions of the General and Special Conditions govern all work under this Division.
- 2.02 WORK INCLUDED: The work under this Division includes all operations in connection with clearing and grubbing, complete.
- 2.03 CLEARING:
- a. Shall consist of the clearing of all fences and the felling, trimming, and cutting of trees into sections, and the satisfactory disposal of fences, trees and other vegetation designated for removal, including down timber, snags, brush and rubbish occurring within the areas to be cleared. Trees, stumps, roots, brush and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of all dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches to such heights and in such manner as are indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 1-1/2 inches in diameter thus made shall be painted with an approved tree-wound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing and construction operations by the erection of barriers or by such other means as the circumstances require.
 - b. As soon as the work has been staked out, the Engineer shall be notified so that he can designate which trees and/or shrubs shall be left standing in addition to those designated on the drawings. The Contractor shall supply suitable tags of a permanent nature for identification purposes.
- (1) In general, existing trees inside the clearing, grubbing and grading limits will remain as long as the grade adjacent to the trees can be adjusted so that a slope of two horizontal to one vertical can meet the design grades except for trees inside future paved areas; except where trees are too close together; except for wild cherry and locust trees; and

DIVISION 2
Clearing & Grubbing

except where the Engineer decides the trees are not worth saving.

- (2) The Engineer reserves the right to designate other trees to be saved where their saving will require the construction of tree wells or walls as shown on the Drawings. The Contractor shall state in his proposal a unit price for tree wells and tree walls, regardless of size, as shown on the Drawings. These unit prices shall be used as the basis for adjusting the final contract depending upon the number of each, if any, actually constructed.
- c. Trees and stumps in areas to be covered by embankments 3 feet or more in height shall be cut off to within 8" or less of the original ground surface.
- d. All trees to be preserved on the site and all trees adjacent to the site shall be protected against damage during construction operations by boxing or planking. No material shall be stored or construction operations carried on within 4' of any tree that is to be saved.
- e. Any damage done to existing tree crowns or root systems shall be repaired immediately by an approved tree surgeon at the direction of the Engineer.

2.04 GRUBBING:

- a. Shall consist of the removal and disposal of all stumps, roots larger than 2 inches in diameter, and matted roots from the designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be excavated and removed to a depth of not less than 18 inches below subgrade, in areas indicated to be grubbed.
- b. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

2.05 DISPOSAL OF CLEARED AND GRUBBED MATERIAL:

- a. All cleared and grubbed material shall be disposed of by either removal from the site, burning and removal of the ashes, burning and spreading the ashes, or other method acceptable to the Engineer. Refuse to be burned shall be burned at locations as directed and in a manner to prevent damage to existing structures and appurtenances, construction in progress, trees and other vegetation.

DIVISION 2
Clearing & Grubbing

- b. The Contractor shall be responsible for compliance with all Federal, State and local laws and regulations and with reasonable practice relative to the building of fires. Burning or other disposal of refuse and debris and any accidental loss or damage attendant thereto shall be the Contractor's sole responsibility. Disposal by burning shall be kept under constant attendance until the fires have burned out or have been extinguished.

DIVISION 3

EXCAVATION, FILLING AND GRADING

3.01 GENERAL:

- a. Applicable provision of the General and Special Conditions govern work under this Division.
- b. The Contractor's attention is called to the existence of existing utilities in the work area which are operating satisfactorily. The Contractor shall neither operate any heavy equipment nor shall he stockpile any material, including excavated materials, in such manner as to damage any utility. Should this requirement be disregarded and should a failure of any utility system occur for any reason at all, within the construction and/or guarantee time of this Contract, it would then be this Contractor's responsibility to repair the utility thus damaged, to the satisfaction of the Engineer, at no additional cost to the Local Public Agency.

3.02 WORK INCLUDED:

- a. The work under this Division includes all items, articles, materials, operations, or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for the completion of excavation, filling and grading, generally described as follows:

- (1) Rock Excavation Quantities. Included in the work upon which the Contract Price is based are the following quantities of rock excavation, as hereinafter defined, in connection with the work specified in this Division:

Rock excavation	<u>10,000</u> cubic yards
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Such rock excavation includes all drilling, blasting, placement on slopes or in embankment and all other work incidental to rock excavation. The stated quantity of rock excavation is approximate and for bidding purposes only; in such measure as the actual quantity of rock excavation required hereunder differs from the quantity above set forth, the Contract Price will be adjusted on the basis of the Unit Price for rock excavation set forth in the CONTRACT.

- (2) Protection of public and other adjacent property

DIVISION 3
Excavation, Filling
and Grading

and improvements on or adjacent to the Project Area. Protection of existing improvements to remain as herein specified. Protection of trees to remain.

- (3) Removal and disposal of unsuitable material from within proposed street rights-of-way, including replacement with suitable material.
- (4) Stripping and stockpiling topsoil where directed by the Engineer.
- (5) Rough grading including the removal of subsurface construction such as walls, basement and cellar floors and underground fuel tanks.
- (6) Excavation for all footings, walls and other items requiring general or hand excavation.
- (7) Backfilling against all walls, footings and similar items.
- (8) Subgrade preparation as required to receive future pavements and walks.
- (9) Removal from the site of all excavated material not suitable for fill.
- (10) Sheet piling and/or shoring such portions of excavations as may be required.
- (11) Pumping and/or bailing necessary to maintain excavations, depressions free from water from any sources whatsoever.
- (12) All other items of excavation, filling, grading and related work required by drawings or actual conditions at the Site.

3.03 WORK NOT INCLUDED:

- a. The following work is either specified under other Divisions of these Specifications or does not form a part of this Contract.
 - (1) Excavation and backfill for utilities, specified under Water Distribution System.
 - (2) Placing of top soil is not included in this Contract except where specified otherwise.
 - (3) Removal of unsuitable material from areas outside of proposed street rights-of-way.

3.04 BENCH MARKS AND SUB-SURFACE SOIL DATA:

- a. The Contractor shall carefully maintain bench marks, monuments and other reference points. If such bench marks, monuments, and/or other reference points are disturbed or destroyed they shall be re-established as directed by the Engineer at the expense of the Contractor.
- b. Subsurface investigations have been made at the Site and the results shown on the Information Drawings. The data and information thereby obtained or conveyed is not guaranteed to be accurate or correct by the Local Public Agency, its Engineer or any of its agents, or contractors, nor shall such drawings, data or information be considered as part of the Contract Drawings or Documents. The information was obtained for general use in preparing the design but the contractor may draw his own conclusions therefrom. No liability shall be imposed upon the Local Public Agency nor shall any claim by the contractor be allowed for extension of time or for damages or for Extra Work by reason of any incorrect information or inaccuracies contained or conveyed by such borings, samples or reports or by reason of any conditions in the site which are not disclosed thereby.

3.05 FINISHED GRADES: The words "finished grades" as used herein, mean the required final grade elevations indicated on the drawings. Should finished grades shown by spot elevations conflict with those shown by contours, the spot elevations shall govern. Where not otherwise indicated, Project Site areas shall be given uniform slopes between points for which finished grades are shown, or between such points and existing grade, except that vertical curves or roundings shall be provided at abrupt changes in slope.

3.06 PROTECTION:

- a. Maintain in good condition trees to remain standing.
- b. Protect trees that are to remain, as so indicated on the drawings or as further directed by the Engineer by the erection of suitable temporary fences, by boxing, or other suitable means. Remove dead or interfering branches as directed without injury to trunks; paint-treat scars immediately. Perform no excavation or grading within the spread of branches, except as necessitated by building and surfacing construction

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and utility trenching. Light no fires under or near any tree to remain and place no materials or debris, nor park any equipment, motor-driven or otherwise, within the spread of branches.

- c. Protect all other permanent improvements to remain and repair or replace any such damaged work under this Contract. Protect any easements on and adjacent to Site.

3.07 DISPOSITION OF UTILITIES:

- a. Rules and regulations governing the respective utilities shall be observed in executing all work under this heading.
- b. Active Utilities Shown on the Drawings shall be protected from damage, and removed or relocated only as indicated or specified.
- c. Active Utilities Not Shown on the Drawings shall be protected or relocated in accordance with written instructions of the Local Public Agency and the Contract Price will be adjusted for such additional work.
- d. Inactive and Abandoned Utilities encountered in the excavating and grading operations shall be removed, plugged or capped. In absence of specific requirements, plug or cap such utility lines at least 3 feet outside of street right-of-way limits or as required by the local regulations.

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- 3.08 STRIPPING OF TOPSOIL: All topsoil, to whatever depths encountered shall be stripped from all areas to be graded and shall be stockpiled on the Site at locations approved by the Engineer.

3.09 EXCAVATION:

- a. Excavation shall include the removal of all materials of every description.
- b. Where rock is encountered it shall be leveled off 18" minimum below the finished grades shown. In each location where rock is encountered:
 - (1) Strip all earth and loose material from the rock surface.

- (2) Take a sufficient number of elevations and horizontal measurements of the rock before and after excavation to permit accurate volume determinations.
 - (3) Compute the quantity of rock excavation by the average end area method and in accordance with the rules for measurement set forth in the SPECIAL CONDITIONS. Submit with each claim for rock excavation the complete field survey data, plans, cross sections and volume determinations.
 - (4) Blasting. Obtain written approval of methods from the Local Public Agency before proceeding with rock excavation. Explosives shall be stored, handled and employed in accordance with local regulations or, in the absence of such, in accordance with the provisions of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.
 - (5) Rock Excavation for Foundations. All rock bottoms for foundations shall be carefully examined; loose or shaken rock shall be removed to solid bearing, and the rock surface leveled or shelved to a slope not exceeding one inch per foot, or as directed.
- c. Excavation in spaces to receive concrete slabs on grade shall be carried to sufficient depths to allow for the installation of the slab and a layer of subbase material.
 - d. Excavation shall be extended sufficiently on each side of structures, footings, etc., to permit setting of forms, installation of sheet piling or the safe sloping of banks.
 - e. Excavation shall not be done below the grades indicated on the drawings unless so directed by the Engineer in writing.
 - f. Should the Contractor, without authorization, excavate more than shown on the drawings or specified, such excess excavation will not be paid for as extra work, and the Contractor shall refill the said excavation with stone, concrete or hard compacted materials as directed by the Engineer.
 - g. Unstable soil, muck, peat or meadow mat shall be removed from within the proposed street right-of-way limits and replaced with sand or gravel which shall be thoroughly compacted as specified. The Engineer

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- shall determine the depth of removal of unstable soil.
- h. All structure excavations shall be hand-trimmed.
 - i. For future roadway and walk areas, the subgrade shall be prepared to elevations as shown on the drawings. For other areas, the subgrade shall be brought to the levels of the finished grades shown.
 - j. Remove entirely all obstructions from the locations of the new footings. Within the Project Area, remove to a minimum depth of 2 feet below finished grade, all existing walls, floors, curbs, pavements, and other improvements unless shown to be retained in the Project.
 - k. Make no excavations to the footing levels indicated when freezing temperatures may be expected, unless the footings can be poured immediately after the excavation has been completed. Protect the bottoms so excavated from frost if placing of concrete is delayed.
 - l. The ground adjacent to all excavations shall be graded to prevent water from running in. The Contractor shall remove, by pumping or other means as approved by the Engineer, any water in the excavation and keep the trench dewatered until the backfilling is complete. No extra payment will be made for pumping that will be required. The pumped discharge from trench or other dewatering operations shall pass thru a settling basin such that all turbidity will be eliminated prior to overflow into existing waterways.
 - m. The Contractor shall do all bracing, sheeting, and shoring necessary to perform and protect all excavation as required by the drawings, as required for safety, or to conform to governing laws. No extra payment will be made for any bracing, sheeting or shoring. Payment for sheeting ordered left in place will be at the unit price set forth in the proposal.

3.10 CLASSIFICATION OF EXCAVATION:

- a. Under this item the following classes of excavation will be recognized:
 - (1) Rock Excavation: Shall include any and all rock excavation the removal of which requires wedging, barring or the use of explosives. Payment lines as described under paragraph "b" shall apply.

- (2) Boulder Excavation: Shall include boulders in excess of two cubic yards which can be removed by equipment.
 - (3) Trench Excavation: Shall include excavation for individual walls and footings. Dimensions of excavation to be paid for as "trench" are limited as described under payment lines, paragraph "b".
 - (4) Trench Rock: Shall include boulders or the portion of boulders over one cubic yard in volume, and ledge in definite ledge formation, the removal of which requires wedging, barring or the use of explosives within the limitations of trench excavations as defined in paragraph "2" above.
 - (5) Unclassified: All excavation other than outlined in paragraphs 1, 2, 3, and 4 above.
- b. Payment lines for rock and trench excavation shall be as described herein:
- (1) Footings allow 1'-0" each side horizontally.
 - (2) Below road pavement a distance of 18" below finished grade.
 - (3) Below concrete sidewalks a distance of 12" below finished grade.
 - (4) Elsewhere to the depths called for on the drawings.
 - (5) Where trench rock excavation occurs in areas that will also require rock excavation, the trench rock excavation will only be measured below the lowest plane of the rock excavation described above.
 - (6) Depth shall be calculated only to construction required. Rock where encountered shall be exposed and cross-sectioned in the presence of the Engineer before removal. (See Special Conditions.)
 - (7) No measurement or payment will be made for any rock excavated beyond those horizontal and vertical planes described above.

3.11 FILLING AND BACKFILLING:

- a. Fill and backfill material shall be free from frost, stumps, trees, roots, sod, or muck. Only approved material shall be used.

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- b. Material shall not be placed on frozen ground
- c. Do not backfill against foundations until permission is obtained.
- d. Deposit fill and backfill in layers not exceeding 6" under pavements, walks and other surfacing, and 12" in other areas, compacting each layer by rolling with a two-wheel, 10 ton roller where possible, or lighter roller of same type where conditions will not permit use of heavier roller. Where rolling is impossible, proper compaction shall be obtained by use of hand, pneumatic or vibratory compaction equipment, tampers or as directed by the Engineer.
- e. Density of each layer of fill and backfill shall be at least 90% of maximum density at optimum moisture except for all layers under all pavements.
- f. Density of the top layer of fill and backfill under all pavements shall be at least 100% of maximum density at optimum moisture.
- g. Density of each layer of fill and backfill, except for the top layer, under all pavements shall be at least 95% of maximum density at optimum moisture.
- h. The maximum density shall be determined in accordance with American Association of State Highway Officials Designation T180-57. All compaction tests shall be performed at the expense of the Contractor by a reputable testing laboratory approved by the Engineer.
- i. Rock shall not be placed less than a distance of 18" below finished grades.
- j. Rocks and masonry materials may be used for general filling, outside pavement areas, if all voids are carefully filled with earth, except for the top 2' of fill below subgrade levels of future turfed and planted areas, which fill shall be earth only.
- k. Finished grades not otherwise indicated shall be uniform levels or slopes between points where levels are given or between such points and existing finished grades, except that the surface shall be rounded at abrupt changes in slopes. Care shall be exercised in grading all flat areas so as to prevent low spots and water pockets. Should figures for finished grades conflict with grade contours shown, the figures shall govern.

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1. All excavated material not suitable for filling and backfilling, except topsoil, shall be disposed of off Site.
- m. Clean out any existing dug wells, cisterns, abandoned manholes, catch basins, and other similar structures, and fill with granular material firmly compacted. Plug with concrete or masonry the open ends of abandoned sewers encountered in any excavation; plug in the same manner sewer openings in abandoned manholes and catch basins. The Contractor is not entitled to additional payment if explosives or drills are required to remove these obstructions.

DIVISION 4

CONCRETE

4.01 GENERAL: Applicable provisions of the General and Special Conditions govern all work under this Division.

4.02 WORK INCLUDED: This Division covers all concrete work, complete.

4.03 MATERIALS:

a. Aggregate - shall conform to ASTM Designation C-33.

(1) Coarse aggregate shall be well graded from fine to coarse within prescribed limits. The gradation shall be as follows:

FOR CLASS A & B CONCRETE

<u>Sieve Designation</u> (U.S. Std. Sq. Mesh)	<u>% Passing</u> (1-1/2" max.)
2 inch	100
1-1/2 inch	93-100
1 inch	65-80
3/4 inch	45-65
3/8 inch	15-30
No. 4	0-5

b. Cement - Only one brand of cement shall be used for exposed concrete. Cement reclaimed from cleaning bags or leaking containers shall not be used. Cement shall be used in the sequence of receipt of shipments, unless otherwise directed. Cement will be accepted on the basis of the manufacturer's mill certificates of compliance with the specification requirements.

(1) Cement shall be Portland Cement and shall conform to ASTM Designation C-150, Type 1.

(2) Air Entraining Agents - All structural concrete is to contain an air-entraining agent. Such agent is to be added at the mixer and must be approved in writing by the Engineer prior to construction. The concrete plant shall be equipped with a variable, automatic discharge device for adding the agent at the mixer in the proper proportions and at the proper time. The air-entraining agent shall be Darex A.E.A. or Sika A.E.R.

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- c. Curing Materials - Curing materials shall consist of either waterproof paper, mats or burlap.
- d. Expansion Joints - Premolded asphalt impregnated expansion joint filler strips shall conform to ASTM Standard D1751 of sizes indicated or required.
- e. Joint Sealer - shall be as recommended by the manufacturer of the filler.
- f. Forms - shall be wood, plywood, metal or other approved material and shall be of the grade or type suitable to obtain the kind of finish specified.
- g. Form Oil - shall be an approved colorless mineral oil free of kerosene and not darker than color 3.0 in accordance with ASTM Standard D 1500.
- h. Form Ties - shall be of an approved design, fixed or adjustable in length, and free of devices that will leave a hole larger than 7/8 inch in diameter in surface of concrete. When form ties are used where discoloration of the concrete would be objectionable, the metal remaining after the removal of the external parts of the ties shall be not less than 1 inch below the finished surface.
- i. Reinforcement: Reinforcing steel shall conform to ASTM Designation A-15, intermediate grade and ASTM A-305 for high bond deformed bars.
- j. Water - shall be clean, fresh and free from injurious amounts of mineral and organic substances.

4.04 SAMPLES AND TESTING:

- a. General: Testing of end items is the responsibility of the Contractor. Samples of concrete for strength tests of end items shall be provided and stored as directed. Tests shall be performed by an approved testing laboratory at the expense of the Contractor.
- b. Reinforcement: Mill certificates of tests on bar steel conforming to ASTM C-15 or ASTM A-305 shall be submitted.
- c. Concrete Cylinders: The Contractor shall prepare for test purposes one set of three cylinders taken for each day's pour of placed concrete. The test cylinders shall be made and cured in accordance with ASTM Standard C-31, and will be tested in accordance with ASTM Standard C-39. The test result shall be the average of the strengths of the three cylinders. If the average strength of the

cylinders falls below the minimum allowable strength, the Engineer may require such changes in the proportions of the concrete mix as will be necessary to obtain the required strength.

4.05 STORAGE: Storage accommodations accessible for inspection and identification of shipments shall be provided and shall be subject to approval.

- a. Cement: Immediately upon receipt at the project site, cement shall be stored in a dry, weathertight structure.
- b. Aggregate: Shall be piled in such manner as will give good drainage and prevent segregation or inclusion of foreign matter.

4.06 FORMS: Shall be constructed to the shape, form, line and grade required, and shall be maintained sufficiently rigid to prevent deformation under load. Unless otherwise specified, form work and details of construction shall conform to Chapter 7 of American Concrete Institute Standard ACI 318.

- a. Coating: Forms for exposed surfaces shall be coated with form oil before reinforcement is placed. Forms for unexposed surfaces may be wetted with water in lieu of oiling, except that in freezing weather oiling shall be mandatory.
- b. Removal: Forms shall not be removed until permission of the Engineer has been obtained. Load-supporting forms and shoring shall not be removed until the 7-day test cylinders have been broken and results indicate an average strength adequate to support the load imposed on the concrete.

4.07 REINFORCING STEEL:

- a. General: Metal reinforcement shall be free from rust scale or other coatings, and shall be accurately placed and properly secured in position by concrete blocks or metal chairs and by spacers. Bars shall be bent cold. Exposed bars intended for bonding with future extensions shall be protected from corrosion by an approved covering.
- b. Design: Unless otherwise indicated, the details of design and construction for reinforced concrete, including the bending and splicing and placing of reinforcing

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steel, shall conform to American Concrete Institute Standard ACI 318.

- c. Concrete Protection Over Steel Reinforcement: Shall be not less than 3 inches between steel and ground in footings and 1-1/2 inches for exposed concrete above ground.
- d. Shop Drawings: Shop detail drawings and placing drawings for reinforcing steel shall be submitted for approval in accordance with the requirements of the SPECIAL CONDITIONS. Material shall not be fabricated or delivered to the site before the approved shop drawings have been received by the Contractor.

4.08 CLASSES OF CONCRETE:

- a. Concrete of the various classes required shall be proportioned and mixed for the strengths given in the following table:

<u>Class of Concrete</u>	<u>Minimum Allowable Compressive Strength at 28 days</u>
	<u>Pounds per square inch</u>
A	3000
B	2500

- b. Usage: Concrete of the various classes shall be used as follows:
 - (1) Class A Concrete: For structural slabs, retaining walls, footings and all other exposed concrete.
 - (2) Class B Concrete: For fence post embedment and uses specified elsewhere in these specifications.

4.09 PROPORTIONING OF CONCRETE MIXES: Shall be by weight

a. Measurements

- (1) Cement: A 1-cubic-foot bag of Portland cement will be considered as 94 pounds in weight. In determining the approved mix, Portland cement is to be used alone as the cementitious material.
- (2) Water: 1 gallon of water will be considered as 8.33 pounds.

- (3) Aggregate: Fine and coarse aggregates shall be measured by weight in accordance with ASTM Designation C-33. Coarse aggregate shall be used in the greatest amount consistent with required workability.
 - b. Corrective Additions: To remedy deficiencies in aggregate, gradations shall be used only with written approval. When such additions are permitted, the material shall be measured separately for each batch of concrete.
 - c. Control
 - (1) Determination of Maximum Water Content Allowable: The strength quality of the concrete proposed for use shall be established by tests made in advance of the beginning of operations, using the consistencies suitable for the work. Trial design batches and testing shall be the responsibility of the Contractor.
 - (2) Four (4) test specimens shall be made and cured in accordance with ASTM Standard C-192 and will be tested in accordance with ASTM Standard C-39. Class A concrete shall contain not more than 6 gallons of water per bag of cement. Air entrainment shall be 5% ($\pm 1/2\%$).
 - d. Slump Test: In the field, consistency shall be determined by the ASTM Standard Slump Test. Slump for Class B concrete shall be 3 to 4 inches. Class A concrete slump shall be 1-1/2 to 3 inches.
 - e. The Contractor is cautioned that the materials and color of the finished concrete shall be uniform throughout. Any variation in color will be cause for removal and replacement at no additional expense to the Local Public Agency.
- 4.10 JOB-MIXED CONCRETE: Concrete mixed at the job site shall be mixed in an approved batch mixer in accordance with American Concrete Institute Standard ACI 318, and in a manner subject to approval of the Engineer.
- 4.11 READY-MIXED CONCRETE: May be used at the option of the Contractor. Except as otherwise specified herein, ready-mixed concrete shall conform to ASTM Standard C94. Mixing time shall not exceed 45 minutes and minimum

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mixing time for mixers over 1 cubic yard shall be increased 15 seconds for each additional 1/2 cubic yard or fraction thereof of material mixed.

- 4.12 EXPANSION JOINTS: Joints between retaining wall sections where indicated shall have premolded, non extruding expansion-joint filler strips 1 inch thick provided. Edges of joints shall be finished and sealed as detailed.
- 4.13 CONSTRUCTION JOINTS: Not specifically indicated shall be so made and located as to avoid any unnecessary impairment of the strength of the structure. Where a construction joint is to be made, the surface of the placed concrete shall be thoroughly cleaned and all laitance removed. In addition, vertical joints shall be thoroughly wetted, and slushed with a coat of neat cement grout immediately before placing the new concrete.
- 4.14 INSTALLATION OF ANCHORAGE ITEMS: Anchorage items, including inserts, bolts, dowels and other similar devices, shall be of sufficient number and size, and so located as to insure anchorage sufficient for the purpose intended.
- 4.15 REINFORCEMENT: Reinforcement shall be placed accurately, tied securely at intersections, splices tied with 18 gauge black annealed wire. Reinforcement shall be held in position during concrete placing by means of spacers, chairs or other approved supports capable of supporting weight of workmen without displacement. Wire tie ends shall be pointed away from forms.
- 4.16 PREPARATION FOR PLACING: Water shall be removed from excavations before concrete is deposited. Where footings are placed directly on grade or on earth fills, the subgrade shall be thoroughly moistened, but not made muddy, at the time the concrete is placed. Hardened concrete, debris, and other foreign materials shall be removed from the interior of forms and from the inside of mixing and conveying equipment.
- 4.17 CONVEYING: Concrete shall be conveyed from mixer to forms as rapidly as practicable without segregation or loss of ingredients.

- 4.18 PLACING CONCRETE: Unless otherwise specified, placing of concrete shall conform to Chapter 6 of American Concrete Institute Standard ACI 318. Concrete having attained initial set or having contained water for more than 45 minutes shall not be used in the work. Concrete shall not be dropped freely more than 5 feet in unexposed work, or more than 3 feet in exposed work. Unless otherwise approved, concrete shall be mixed and placed only when the temperature is at least 35°F. and rising, and when it is not raining. Concrete footings shall be placed only upon surfaces that are free from frost, ice, mud, loose or unsound rock, and other detrimental substances. When placed on dry soil or pervious material, waterproof paper shall be laid over the surfaces that are to receive the concrete. Rock surfaces that are to receive the concrete shall be sufficiently roughened to assure satisfactory bond with the concrete.
- 4.19 COLD WEATHER PLACEMENT:
- a. Frozen materials, or those containing ice, shall not be used. Concrete shall not be deposited on frozen ground or against surfaces covered with frost.
 - b. Salt, chemicals or other materials shall not be mixed with the concrete for the purpose of preventing freezing.
 - c. Whenever the ambient temperature is below 40 degrees F., all concrete placed in the forms shall have a temperature of between 70 degrees F. and 100 degrees F., and adequate and approved means shall be provided for maintaining a temperature of not less than 50 degrees F. for a period of 72 hours after placing, or for as much more time as is necessary to insure proper curing of the concrete.
 - d. In the event that freezing weather occurs before the concrete has acquired a sufficient set to prevent damage from freezing, the concrete shall be immediately protected in an approved manner, and such protection shall be effectively maintained until final set has been obtained.
- 4.20 COMPACTION: Concrete shall be placed in layers not over 12 inches deep. Each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand spading, rodding and tamping, as directed. Vibrators shall not be used to transport concrete inside forms. The use of form vibrators will not be permitted. Internal vibrators shall maintain a speed of not less

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than 5,000 impulses per minute when submerged in the concrete. Duration of vibration shall be limited to time necessary to produce satisfactory consolidation without causing objectionable segregation. The vibrator shall not be inserted into lower courses that have begun to set. Vibrators shall be applied at uniformly spaced points not farther apart than the visible effectiveness of the machine.

- 4.21 BONDING AND GROUTING: Before depositing new concrete on concrete that has set, the surfaces of the set concrete shall be roughened and cleaned of laitance, foreign matter and loose particles. Forms shall be retightened and the surfaces of the set concrete shall be slushed with a grout coat of neat cement and water. New concrete shall be placed before the grout has attained initial set.

4.22 FINISHES OF CONCRETE:

- a. No floating or troweling shall be done while material is wet or sloppy. Delay finishing until all water has disappeared.
- b. Exposed surfaces shall be given one of the following finishes as indicated.
 - (1) Smooth Finish: Shall be given to all exposed concrete immediately after removing forms, the joint marks shall be smoothed off and all blemishes removed. The surface shall be dampened, brush-coated with grout and rubbed with wood float. Floated surfaces shall be rubbed with burlap and kept damp by fog spraying.

4.23 PATCHING:

- a. After removing forms and before concrete is thoroughly dry, small air pockets shall be patched by thumbing.
- b. No patching of large voids or other defects or trimming of bulges will be permitted. If these occur, the concrete will be condemned and the section removed.
- c. Slight honeycomb and minor defects such as the holes left by the withdrawal of form ties shall be filled with cement mortar, made with 1 part cement and 2 parts of fine aggregate, any excess being struck off flush with a cloth.

- 4.24 CURING: Immediately after placing or finishing, concrete surfaces not covered by forms shall be protected against moisture loss for not less than 7 days. Curing shall be accomplished by one of the following methods or combination thereof, as approved.
- a. Moist Curing: Unformed surfaces shall be covered with burlap, cotton or other approved fabric mats kept in intimate contact with the surface, or with sand, and shall be kept continually wet. Where formed surfaces are cured in the forms, the forms shall be kept continually wet. If the forms are removed before the end of the curing period, curing shall be continued as on unformed surfaces, using suitable materials.
 - b. Waterproof Paper Curing: Surfaces shall be covered with waterproof paper lapped 4 inches at edges and ends and sealed with mastic or pressure-sensitive tape not less than 1-1/2 inches wide. Paper shall be weighted to prevent displacement, and tears or holes appearing during the curing period shall be immediately repaired by patching.

DIVISION 5

FENCING AND RAILING

- 5.01 GENERAL: Applicable provision of the General Special Conditions govern work under this Division.
- 5.02 WORK INCLUDED: This Division covers the installation of new chain link fencing and pipe railing and the salvage and reinstallation of existing chain link fencing as hereinafter specified and shown on the contract drawings.
- 5.03 MATERIALS:
- a. Chain-link fabric shall conform to Federal Specification RR-F-00191C. Fabric shall be either zinc-coated with 1.2 ounces of zinc per square foot of uncoated wire surface or aluminum-coated with 0.40 ounce of aluminum per square foot of uncoated wire. Gage of fabric, mesh size, fabric height, and edge finish shall be as indicated.
 - b. Coatings. Weight of coatings for zinc-coated and aluminum-coated items shall be determined in accordance with ASTM Test Methods A 90 and A 428 and ASTM Specifications A 120 and A 123, as applicable.
 - c. Concrete shall be class B, using 3/4-inch maximum size aggregate, and shall be as specified in DIVISION: CONCRETE. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water required to produce a workable mix.
 - d. Fence posts, rails, braces, and accessories shall conform to Federal Specification RR-F-183. Posts, rails, braces, and gate frames shall be of the sizes and shapes or as shown on the drawings. Accessories shall be of adequate design to withstand stresses imposed by normal installation. All iron and steel parts shall be zinc-coated after fabrication with an average coating weight of 2.0 ounces of zinc per square foot of actual surface.
 - e. Posts and railings shall be standard weight mild steel pipe miter cut and welded as detailed on the drawings.

DIVISION 5
Fencing and Railing

f. Wire:

- (1) Bottom reinforcing wire shall be of size indicated and shall have a minimum tensile strength of 80,000 pounds per square inch. For use with zinc-coated fabric, wire shall be zinc-coated with 1.6 ounces of zinc per square foot of wire surface. For use with aluminum-coated fabric, wire shall be aluminum-coated with 0.40 ounce of aluminum per square foot of wire surface.
- (2) Tie wire for attaching fabric to top-rail shall be 1100-H-18 aluminum alloy of 0.144-inch diameter. Hog rings for attaching fabric to bottom reinforcing wire shall be aluminum wire of 0.110-inch diameter. Tie wire for attaching fabric to intermediate posts shall be either 6 gage zinc-coated steel wire preformed clips or 0.144-inch aluminum wire.

5.04 INSTALLATION:

- a. General: The fence and railing shall be installed on the previously prepared surface to line and grade as indicated. Detailed instructions for installation shall be furnished by the fence manufacturer.
- b. Excavation for posts and other concrete-embedded items in other than bedrock shall be of the dimensions indicated. If bedrock is encountered before reaching the required depth, the excavation shall be continued to the depth indicated or 18 inches into the bedrock, whichever is less, and shall be a minimum of 2 inches larger in diameter than the outside diameter of the post. Waste material from excavation shall be spread where directed. Post holes shall be cleared of loose material.
- c. Post setting: Posts shall be set in concrete for other than bedrock and shall be set in grout when in bedrock. Concrete shall be thoroughly compacted by the hand-tamp method and shall be finished in a dome. Line posts in material other than bedrock shall have concrete bases of dimensions indicated. Line posts in bedrock shall have a minimum of 1 inch of grout all around the post, thoroughly worked into the hole so as to leave no voids. Concrete and grout shall be cured a minimum of 72 hours before any further work is done on the posts. Posts shall be set plumb and in alignment.

- d. Post tops shall be installed as recommended by the manufacturer. Post tops shall be of the design as required to accommodate the toprail.
- e. Toprail shall be installed prior to installation of chain-link fabric and shall pass through intermediate post tops. The toprail shall have expansion couplings spaced as indicated. Straight runs between braced posts shall not exceed 500 feet. End clamps shall be used for attaching toprail to end posts, gate posts, and pull posts, and for attaching braces to line posts and gate posts. Corner clamps shall be used for attaching toprail and braces at corner posts.
- f. Bottom reinforcing wires shall be installed prior to installation of chain-link fabric and shall be pulled taut. Reinforcing wire shall be installed within 8 inches of the bottom of the fabric. Straight runs between braced posts shall not exceed 500 feet and each end, gate, corner, or pull post shall be equipped with a wire band, as indicated.
- g. Fabric shall be pulled taut and secured to the toprail and bottom wire close to both sides of each post and at intervals of not more than 24 inches on centers and to the intermediate posts at intervals of not more than 14 inches on centers with wire ties specified hereinbefore. Fabric shall be attached to end, corner, pull, and gate posts with stretcher bars and stretcher-bar bands. Bands shall be equally spaced on the stretcher bar and not over 14 inches on centers.
- h. Railing posts shall be set in sleeved holes along the top of the retaining wall. All posts shall be set vertical and, after proper alignment in the sleeves, they shall be grouted with a 1:3 mixture of cement grout to within one inch of the top of the sleeves. After the grout has hardened, commercial grade sulphur shall be heated to a liquid state and poured to fill the holes flush with the top of wall. Bending posts to correct alignment will not be permitted.
- i. Railings and posts shall receive a shop coat of rust inhibiting primer and two finish coats of standard outside oil paint of an approved color. During painting all exposed concrete surfaces shall be fully protected from paint stains. No painting is to be accomplished during damp or freezing weather. All surfaces shall be dry and free from dirt, scale or rust when paint is applied.

DIVISION 5
Fencing and Railing

5.05 FENCE RELOCATION:

- a. The existing chain-link fencing shall be carefully salvaged from locations shown on the drawings. The concrete fence post foundations shall be removed and disposed of off site or as directed by the Engineer. The area affected by the removal of the fencing and foundations shall be backfilled, compacted and the surface restored.
- b. If in the opinion of the Engineer, a portion or portions of the existing chain-link fence are unsuitable for re-use for any reason whatsoever, the determination of such suitability for re-use rests solely with the Engineer. The discarded fencing, if any, shall be disposed off of site or as directed by the Engineer.
- c. Salvaged fencing shall be reinstalled at the locations shown. Applicable provisions of this specification shall govern all aspects of such reinstallation. Deficiencies of fencing, material or fittings due to damage during salvage or for any other reason shall be remedied by the Contractor by furnishing equivalent new equipment or material such that the reinstallation work will be the equivalent of a new installation in all essential respects.

DIVISION 6

WATER DISTRIBUTION SYSTEM

- 6.01 GENERAL: Applicable provision of the General and Special Conditions govern all work under this Division.
- 6.02 WORK INCLUDED: The work under this Division shall include all labor, materials, appliances and services including excavation and backfilling required to complete the Water Distribution System as hereinafter specified and shown on the Contract drawings.
- 6.03 PERMITS AND CODES: The intent of this Division of the specifications is that the Contractor's bid on the work covered herein shall be based upon the drawings and specifications, but that the work shall comply with all applicable codes and regulations as amended by any waivers. The Contractor's attention is directed to the Section, "Permits and Codes", of the GENERAL CONDITIONS.
- 6.04 EXISTING IMPROVEMENTS: Maintain in operating condition all active utilities, sewers, gutters and other drains encountered in the utility installation. Repair to the satisfaction of the Engineer any surface or sub-surface improvement damaged during the course of the work, unless such improvement is shown to be abandoned or removed. (See also "Care of the Work" in the GENERAL CONDITIONS.)
- 6.05 EXCAVATION AND BACKFILLING:
- a. Excavation shall include the removal of all materials of every description.
 - b. Excavation shall not be carried below the depths indicated, without specific directions. In the event specific depths are not indicated excavation shall be to such depth to provide a minimum cover of 4 feet over the outside top of the pipe.
 - c. Excavation shall be in trenches having banks as nearly vertical as practicable. However, in no case shall the width of the trench exceed 12 inches on either side of the outside of the pipe. The bottom of the trench shall be rounded so that an arc of the

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Water Distribution System

circumference equal to 0.6 of the outside of the pipe rests on undisturbed soil.

- d. Rock, when encountered, shall be excavated to a minimum overdepth of 4 inches and shall be backfilled with sand thoroughly compacted.
- e. Should the Contractor, without authorization, excavate more than shown on the drawings or specified, such excess excavation will not be paid for as extra work, and the Contractor shall refill said excavation with gravel, concrete or hard compacted materials as directed by the Engineer.
- f. The ground adjacent to all excavations shall be graded to prevent water from running in. The Contractor shall remove by pumping or other means as approved by the Engineer, any water which accumulates in any excavation and keep the trench unwatered until the bedding is complete. No extra payment will be made for any pumping that may be required.
- g. The Contractor shall do all bracing, sheathing, and shoring necessary to perform and protect all excavation as indicated in the drawings, as required for safety, or to conform to governing laws. No extra payment will be made for any bracing, sheathing or shoring.
- h. Rock Excavation Quantities. Include in the work upon which the Contract Price is based is the following quantity of rock excavation, as hereinafter defined, in connection with the work specified in this Division:

Rock excavation in trenches for pipes
disposed of on site as directed.

(blasting permitted) _____ 120 cubic yards

- (1) Measurement for payment of rock shall be to the overdepth of 4 inches specified above. No payment shall be made for any overdepth excavated beyond the 4 inches.
- (2) Such rock excavation shall include all drilling and blasting, removal of rock and placing elsewhere on the site where permitted or directed, replacing and backfilling as specified and all other work incidental thereto.
- (3) The stated quantity of rock trench excavation is approximate and for bidding purposes only; in such

measure as the actual quantity of rock excavation required hereunder differs from the quantity above set forth, the Contract Price will be adjusted on the basis of the Unit Prices for rock excavation set forth in the CONTRACT.

- i. No backfill shall be placed until pipes have been tested and approved.
- j. Backfill shall be free from frost, stumps, trees, roots, sod, muck or stone. Only approved material may be used.
- k. Backfill shall be placed in 6 inch maximum layers, compacted depth, around and over the pipe. Each layer shall be compacted to 95% of maximum density at optimum moisture.
- l. Density shall be tested in accordance with American Association of State Highway Officials Designation T 180-57.

6.06 MATERIALS:

- a. Pipe shall be cement lined cast iron conforming to American Standard A 21.2, A 21.6 or A 21.8, Class 150 except that the pipe shall be furnished with mechanical joints or approved joints designed to lock rubber ring gaskets against displacement without caulking.
- b. Specials and fittings shall be Class D conforming to the American Water Works Association Standard C100 or American Standard A21.10 except that they shall be provided with suitable ends to joint with the pipe being used.
- c. All pipe and fittings shall be cement lined conforming to American Standard 21.4.
- d. Gate valves shall be iron body type, bronze mounted, double disk, inside screw, non-rising stem, parallel seat gate valve with "O" ring seal manufactured by A.P. Smith Co. and designed for 150 pounds per square inch working pressure. Valves shall conform to American Water Works Association Standard C500 for gate valves for ordinary water works service, shall be equipped with standard operating nuts, bell ends and shall turn left to open.

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- e. Valve boxes shall be of cast iron, complete with the word "Water" cast in the cover. Boxes shall be of the extension type with flared base.
- f. Fire hydrants shall be dry barrel type conforming to American Water Works Standard C502 with valve opening at least 5 inches in diameter. Hydrants shall have a 6 inch bell connection, two 2-1/2 inch hose connections and one 4-1/2 inch pumper connection. Hydrants shall be iron body type, bronze mounted, with two "O" ring seals designed for 150 pounds per square inch working pressure and shall be manufactured by the Ludlow Valve Manufacturing Co. (List 75).

6.07 INSTALLATION:

- a. The interior of the pipe shall be kept thoroughly cleaned of all foreign matter at all times by plugging or other approved method.
- b. Deflections from a straight line or grade shall not exceed 1/2 inch per linear foot of pipe. If the alignment requires deflections in excess of this limitation special bends shall be provided.
- c. Jointing shall conform strictly to joint manufacturer's recommendations.
- d. Bridle rods and rod collars of not less than 3/4" stock protected by a coat of acid-resisting paint shall be used to anchor all hydrants, valves, tees, bends, and connection to existing pipe.
- e. New hydrants, and valves and hydrants and valves to be relocated shall be set as indicated on the drawings. Bridle rods shall be provided to prevent blowing off line. Hydrants shall be painted a prime coat and two finish coats colors as normally used by the Village Water Department.

6.08 TESTS:

- a. All water lines shall be subjected for two (2) hours to a hydrostatic pressure test of 200 pound per square inch.
- b. No leakage of any new lines will be acceptable.

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6.09 STERILIZATION: All new water lines shall be sterilized as prescribed by American Water Works Association Standard C601.